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NEW ASIA HOUSING, L.P.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

05/07/2024
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CGC-24-614475

NEW ASIA HOUSING, L.P., a California
limited partnership,

Plaintiff,

v.

THE CITY AND COUNTY OF SAN
FRANCISCO; DOES 1 through 20; and
ALL PERSONS UNKNOWN CLAIMING
ANY LEGAL OR EQUITABLE RIGHT,
TITLE, ESTATE, LIEN, OR INTEREST
IN THE PROPERTY DESCRIBED IN
THE COMPLAINT ADVERSE TO
PLAINTIFF'S TITLE OR ANY CLOUD
UPON PLAINTIFF'S TITLE THERETO,

Defendants.

No.

**VERIFIED COMPLAINT TO QUIET
TITLE**

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I. SUMMARY OF THE COMPLAINT

1. Plaintiff New Asia Housing, L.P. (“**Plaintiff**”) holds a leasehold interest in the Property described below. Defendant City and County of San Francisco (“**City**”) is the fee owner of the Property. Chinatown Community Development Center (“**CCDC**”) was selected by the City to develop the Property under a Multi-Site Request for Qualification issued by the City on November 30, 2020. As the selected developer of the Property, Chinatown Community Developer Center formed Plaintiff and Plaintiff has exclusive rights to negotiate with the City regarding development of the Property. Plaintiff and the City executed an option to ground lease dated March 15, 2024 (the “**Ground Lease Option**”) for the Property. A true and correct copy of the Ground Lease Option is attached as **Exhibit A** of this Complaint. The parties intend to merge the Property with a neighboring lot (“**Neighboring Property**”) owned by CCDC, Plaintiff’s parent organization, but during the parties’ discussions, a discrepancy was discovered regarding the legal description of the Property, arising from a scrivener’s error in the grant deed from 1906. Plaintiff brings this quiet title action to correct that legal description. Pursuant to the terms of the Ground Lease Option, the City has agreed to “cooperate with [Plaintiff] in the resolution of any outstanding title issues related to the Property and the Neighboring Property, which may include a . . . quiet title action.” This action follows.

II. PARTIES TO THE DISPUTE

2. Plaintiff is a limited partnership organized under the laws of California and registered to do business in California. Plaintiff is a leaseholder of certain real property in the County of San Francisco, namely that real property legally described on page 10 of the Ground Lease Option as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY
AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS
DESCRIBED AS FOLLOWS:

Commencing at a point on the Northerly line of Pacific Avenue, distant thereon 68 feet Easterly from the Easterly line of Stockton Street; running thence Easterly and along said line of Pacific Avenue 69 feet 5-1/2 inches; thence at a right angle Northerly 117 feet 6 inches; thence at a right angle Westerly 15 feet 8-1/2 inches;

thence at a right angle Northerly 20 feet; thence at a right angle Westerly 53 feet; thence at a right angle Southerly 28 feet 9 inches; thence at a right angle Westerly 9 inches thence at a right angle Southerly 108 feet 9 inches to the point of commencement.

Being part of 50 Vara Lot No. 89.
Assessor's Lot: 015; Block: 0161
Street Address: 772 Pacific Avenue, San Francisco, CA

(hereinafter referred to as the “*Property*”).

3. Defendant City is the fee owner of the Property. Pursuant to Section 20 of the Ground Lease Option, the City has agreed to “cooperate with [Plaintiff] in the resolution of any outstanding title issues related to the Property and the Neighboring Property, which may include a McEnerney or quiet title action.”

4. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants named DOES 1 through 20, are unknown to Plaintiff and therefore Plaintiff sues said defendants by such fictitious names and will ask leave of the Court to amend this complaint to show their true names and capacities when ascertained.

5. The names and capacities of defendants designated as “all persons unknown claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to plaintiff’s title or any cloud on plaintiff’s title thereto” (sometimes referred to as the “unknown defendants”) are unknown to Plaintiff. Plaintiff is informed and believes and thereon alleges that each unknown defendant claims some right, title, estate, lien or interest in the Property, which is adverse to, or creates a cloud on, Plaintiff’s title to the Property.

III. JURISDICTION AND VENUE

6. This is a civil action arising under the common and statutory laws of the State of California.

7. Venue is proper in this Court because the Property at issue is located in the County of San Francisco.

1 **IV. FACTUAL BACKGROUND**

2 **A. The Chain of Title Establishes the Error in the Legal Description of the Property.**

3 8. The Historical Assessors Map and the McEnerney Map (the “*Historical Map*”)
4 show a width measurement of 16’ 9-3/4” for the Property. A true and correct copy of the
5 Historical Map is attached as **Exhibit B** of this Complaint.

6 9. On June 14, 1906, Aetna Indemnity Co., a corporation organized under the laws of
7 the State of Connecticut, conveyed the Property to Chan Cheung, an individual in the City and
8 County of San Francisco (the “*1906 Grant Deed*”). The 1906 Grant Deed shows a width
9 measurement of 16’ 9-1/4” for the Property, resulting in an error of approximately one half inch
10 (1/2”) in the legal description of the Property. A true and correct copy of the 1906 Grant Deed is
11 attached as **Exhibit C** of this Complaint.

12 10. Since 1906 to the present, subsequent grant deeds for this Property have used the
13 erroneous legal description for the Property.

14 11. On June 29, 2017, the Property was conveyed to the City and County of San
15 Francisco. The grant deed to the City included the erroneous legal description for the Property.

16 12. This error in the legal description of the Property has created a cloud on Plaintiff’s
17 leasehold interest, and the City’s fee title to the Property.

18 **B. Plaintiff’s Leasehold Interest in the Property.**

19 13. The City and Plaintiff executed the Ground Lease Option on March 15, 2024.

20 14. Pursuant to that Ground Lease Option, the City agreed to “cooperate with
21 [Plaintiff] in the resolution of any outstanding title issues related to the Property and the
22 Neighboring Property, which may include a McEnerney or quiet title action.”

23 15. The parties intend to merge the Property with the Neighboring Lot owned by
24 Plaintiff, but must first correct the error in the legal description of the Property.

25 16. Plaintiff brings this quiet title action pursuant to its leasehold interest in the
26 Property to correct the erroneous legal description of the Property and to include the half inch
27 (1/2”) in the legal description of the Property.
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1 **FIRST CAUSE OF ACTION**

2 **QUIET TITLE**

3 **(Against all Defendants)**

4 17. Plaintiff realleges and incorporates by reference each paragraph in this Complaint
5 as though fully set forth herein.

6 18. Plaintiff seeks to quiet title the half inch (1/2") erroneously omitted from the legal
7 description of the Property against all adverse claims.

8 19. Plaintiff holds a leasehold interest in the Property pursuant to the parties' Ground
9 Lease Option, which is attached as Exhibit A to this Complaint and incorporated by reference.

10 20. Pursuant to Section 20 of the Ground Lease Option, the City agreed to cooperate
11 with Plaintiff in resolution of title issues related to the Property, including a quiet title action.

12 21. Plaintiff is informed and believes that unknown defendants may claim some right,
13 title, estate, lien or interest in the Property, which is adverse to or creates a cloud on Plaintiff's
14 interest to the Property.

15 22. The recorded documents establish the chain of valid title conveying all right, title,
16 and interest in the Property to the City. However, the 1906 Grant Deed erroneously provided that
17 the width of the Property was 16' 9-1/4", instead of 16' 9-3/4", creating a discrepancy of a half
18 inch (1/2") in the legal description of the Property. Subsequent deeds have used and incorporated
19 the same incorrect legal description and measurements from the 1906 Grant Deed. Plaintiff seeks
20 to quiet title as to that half inch (1/2") portion to correct the legal description of the Property to be
21 consistent with the Historical Map.

22 23. Any adverse claim by City or the unknown defendants is without any right.

23 **V. RELIEF SOUGHT**

24 WHEREFORE, Plaintiff prays for judgment as follows:


25 (i) That Plaintiff is adjudged and decreed to be the leaseholder of the Property, that
26 the legal description of the width of the Property is 16' 9-3/4" consistent with the Historical Map,
27 and that no defendant has any claim in the Property adverse to that legal description; and

28 (ii) For such other and further relief as the Court may deem proper.

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DATED: May 7, 2024

PERKINS COIE LLP

By: 

Oliver M. Gold
Lauren A. Trambley

Attorneys for Plaintiff
NEW ASIA HOUSING, L.P.

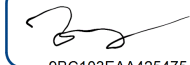
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VERIFICATION

I, Malcolm Yeung, am employed by Plaintiff New Asia Housing, L.P., as Executive Director. I have read the foregoing complaint and know the contents of thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

Dated: May 2, 2024

DocuSigned by:

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Malcom Yeung